UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re: MELISSA ANN GREENE f/k/a MELISSA ANN NEIL f/k/a MELISSA ANN PENNA, Debtor.	Chapter 7 Case No. 17-30109 EDK

MOTION FOR RELIEF FROM AUTOMATIC STAY
AND FOR AUTHORITY TO FORECLOSE MORTGAGE

NOW COMES Nationstar Mortgage LLC (hereinafter "Movant"), a secured creditor, by and through undersigned counsel, and hereby moves this Honorable Court for relief from the automatic stay and for authority to foreclose a certain mortgage encumbering the property owned by Melissa Ann Greene f/k/a Melissa Ann Neil f/k/a Melissa Ann Penna (hereinafter "Debtor") known and numbered as 51 Providence Street, Chicopee, Massachusetts 01020 (hereinafter the "Property") pursuant to Bankruptcy Rules 4001 and 9014 and Section 362 of the Bankruptcy Code.

In support of this Motion, Movant states as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1334 and 28 U.S.C. § 157(b)(2)(G). This case relates to a case under Title 11 of the United States Code (the "Bankruptcy Code"). This proceeding is a "core" proceeding as this term is defined in the Bankruptcy Code.
2. On February 22, 2017, Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code.
3. Debtor is the owner of the Property.
4. Per the Debtor's Statement of Intention, the Property is being surrendered.
5. Movant is the current holder of a certain note given by Debtor and Mark R. Penna to TD Bank, N.A. in the original principal amount of $214,423.00, dated July 15, 2011 (hereinafter the "Note"). The Note is secured by a first position mortgage given by Debtor and Mark R. Penna to Mortgage Electronic Registration Systems, Inc. acting solely as nominee for TD Bank, N.A. of even date and original principal amount,

recorded with the Hampden County Registry of Deeds in Book 18842, Page 449 (hereinafter the "Mortgage"). Movant is the holder of the note by endorsement. The Mortgage was assigned to Movant; the same is recorded at said Registry of Deeds in Book 21628, Page 321 (hereinafter the "Assignment").

6. The Mortgage encumbers the Property. Copies of the Note, Mortgage, and Assignment are annexed hereto and marked as Exhibits "A", "B", and "C." The Mortgage is in first position. Aside from the Mortgage, there is no other collateral securing the obligation of Debtor and/or Mark R. Penna under the Note.
7. Debtor has defaulted on the Note and Mortgage by failing to make regular monthly mortgage payments to Movant.
8. As of February 24, 2017, the balance due Movant on the Note was approximately $195,313.02 (may not include negative escrow balances or recent escrow advances). The full amount of Movant's claim together with allowable interest, reasonable attorneys' fees, court costs, and other recoverable expenses, is secured by the Mortgage.
9. The estimated fair market value of the Property is $213,000.00. The basis for such valuation is Schedule A of the Debtor's Chapter 7 Petition. Based upon this valuation, it is Movant's opinion that the Liquidation Value of the Property is $200,878.72 (calculated as the fair market value, less a reasonable realtor's fee of 5% ($10,650.00), deed stamps ($971.28), and anticipated costs incurred for a real estate closing ($500.00)).
10. As of February 24, 2017, Debtor owes Movant a total post-petition arrearage of $4,688.16 calculated as follows:

2 monthly payments (12/01/2016 – 01/01/2017) at $1,552.03	$3,104.06
1 monthly payment (02/01/2017) at $1,584.10	$1,584.10
Less Suspense	($0.00)
Total	$4,688.16

By the time of the hearing on this Motion, it is anticipated that the March 1, 2017, monthly mortgage payment ($1,584.10) will also be due and outstanding. In addition, legal fees and costs in the amount of $981.00 have been incurred in preparing and filing this motion, bringing the total post-petition arrearage to $7,253.26.
11. Upon information and belief, are no other encumbrances upon the Property in addition to Movant's.

12. A Declaration of Homestead with respect to the Property has been recorded with the Hampden County Registry of Deeds at Book 18842, Page 459.
13. Movant is entitled to Relief from the Automatic Stay for cause pursuant to 11 U.S.C. §362(d)(1) inasmuch as the Debtor has failed to make regular monthly payments to Movant as set forth in contravention of the terms of the Note and Mortgage.
14. No prior application for the relief requested herein has been made.

WHEREFORE Movant respectfully requests that this Honorable Court:

a) Grant the Motion for Relief from the Automatic Stay, and for leave to Foreclose Mortgage, allowing Nationstar Mortgage LLC, its successors or assigns, to foreclose said mortgage (including, at its sole option, leave to accept a deed-in-lieu of foreclosure from the Debtor, his/her heirs, successors, assigns or transferees); and for it or a third party purchaser to prosecute summary process proceedings to evict any persons residing in the Property; and
b) Grant such other Relief as this Honorable Court may deem just and proper.

Respectfully submitted,
Nationstar Mortgage LLC
Guaetta & Benson, LLC

DATED: April 10, 2017

/s/Peter V. Guaetta

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re: MELISSA ANN GREENE f/k/a MELISSA ANN NEIL f/k/a MELISSA ANN PENNA, Debtor.	Chapter 7 Case No. 17-30109 EDK

ORDER GRANTING RELIEF FROM AUTOMATIC
STAY AND AUTHORITY TO FORECLOSE MORTGAGE

This case having come before the undersigned United States Bankruptcy Judge for the District of Massachusetts, upon the request of Nationstar Mortgage LLC, its successors or assigns (hereinafter “Movant”) for Relief from the Automatic Stay and For Leave to Foreclose its Mortgage; and no objection having been filed, or after a hearing thereon, as the case may be, and after proper notice was given;

WHEREFORE, the Court grants Relief from the Automatic Stay to Movant, and its successors or assigns, to seek to foreclose a certain mortgage on property known and numbered as 51 Providence Street, Chicopee, Massachusetts 01020 filed with the Hampden County Registry of Deeds in Book 18842, Page 449, by entry and by exercise of the power of sale contained in the mortgage.

NOW THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED that Movant, its successors or assigns, are granted Relief from the Automatic Stay to seek to foreclose the mortgage (including, at is sole option, accepting a deed-in-lieu of foreclosure from the Debtor, her heirs, successors, transferees or assigns or offering, providing and entering into any potential forbearance agreement, loan modification, or other loan workout with the Debtor) filed with the Hampden County Registry of Deeds in Book 18842, Page 449, by entry and by exercise of the power of sale contained in the mortgage and leave to seek to proceed with summary process proceedings to evict any persons residing in the Property, in accordance with applicable state and federal law.

Dated this ___day of _________________, 20___ at the United States Bankruptcy Court.

____
Hon. Elizabeth D. Katz
United States Bankruptcy Court Judge

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CERTIFICATE OF SERVICE

I, Peter V. Guaetta, as Attorney for Nationstar Mortgage LLC hereby certify that I have this date served copies of the foregoing Motion for Relief from Automatic Stay and Authority to Foreclose Mortgage in reference to the above-captioned case, by mailing same first class, postage prepaid (unless otherwise noted), upon the following parties:

Debtor
Melissa Ann Greene
79 Fenway Drive
Springfield, MA 01119

Counsel for Debtor
Michael B. Katz, Esq. (VIA ECF)

Trustee
Gary M. Weiner, Esq. (VIA ECF)

Assistant U.S. Trustee
Richard King, Esq. (VIA ECF)

City of Chicopee
Office of the Tax Collector
City Hall Annex
274 Front Street, 2^{nd} Floor
Chicopee, MA 01013

Mark R. Penna
343 Chicopee Street, Unit 40
Chicopee, MA 01013

DATED: April 10, 2017

/s/Peter V. Guaetta
Peter V. Guaetta, Esq.